

# EXHIBIT “1”

1(a)

AISZ : 11 10 2011 17:45 --- 764

IN THE DISTRICT COURT WITHIN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA

SUSAN WRIGHT,

Plaintiff,

v.

USAA CASUALTY INSURANCE COMPANY,  
and UNITED SERVICES AUTOMOBILE  
ASSOCIATIONS

Defendants.

CJ-2011-06720

CARLOS J. CHAPPELL

DISTRICT COURT  
**FILED**

OCT 31 2011

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

PETITION

COMES NOW the Plaintiff, Susan Wright, by and through her attorney, Tom Sullivent of Sullivent Law Firm, and for her Petition against Defendants (collectively "USAA"), alleges and states as follows:

1. USAA is an unincorporated insurance company with its principal place of business in the State of Texas.
2. USAA Casualty Insurance Company is a Delaware insurance corporation with its principal place of business in the State of Texas.
3. Defendants may be served process through State Insurance Commissioner of the State of Oklahoma, Oklahoma City, Oklahoma.
4. Jurisdiction and venue are proper before this Court.

MISS: 11 10 2011 17:45 --- 765

5. The Plaintiff sustained serious injuries on or about December 11, 2009, arising out of a vehicle crash.
6. As a result of the crash, the Plaintiff has undergone extensive medical treatment.
7. Plaintiff did not contribute to her injuries; a driver of another vehicle is 100% at fault for causing the crash.
8. USAA caused to be issued policies of insurance which afford coverage to Plaintiff.
9. USAA has a duty to deal fairly and act in good faith with its insureds.
10. Plaintiff is an insured of USAA.
11. USAA is required under the insurance policy to pay Plaintiff's claim.
12. USAA has not disputed that Plaintiff was injured and have paid some portion of Plaintiff's medical bills but refuses to pay all of Plaintiff's medical bills.
13. USAA's refusal to pay the claim in full was unreasonable under the circumstances.
14. USAA had no reasonable basis for refusing to pay Plaintiff's claim in full.
15. USAA has failed to offer a proper explanation of their failure to pay the full claim.
16. USAA did not deal fairly and in good faith with Plaintiff.
17. The violation by USAA of their duty of good faith and fair dealing is the direct cause of the injuries sustained by Plaintiff.
18. As a result of USAA's failures and continued refusal to pay Plaintiff's claim, Plaintiff is entitled to recover damages against Defendant.
19. USAA negligently handled Plaintiff's claim.
20. As a result of USAA's negligence, Plaintiff is entitled to recover money damages against Defendants.
21. USAA IS liable to Plaintiff for breaching the insurance agreement.

MISS: 11 10 2011 17:45 --- 766

22. USAA knowingly, intentionally, recklessly and negligently refused to comply with insurance policies, which resulted in damages sustained by Plaintiff.

23. As a result of the acts and/or omissions, Plaintiff respectfully requests damages be found against Defendants in Plaintiff's favor in the amount in excess of seventy-five thousand dollars (\$75,000.00).

24. USAA recklessly disregarded their duty to deal fairly and act in good faith with Plaintiff.

25. USAA intentionally and with malice breached their duty to deal fairly and act in good faith with Plaintiff.

26. Plaintiff seeks actual and punitive damages against Defendants.

27. Plaintiff hereby notifies Defendants of her Constitutional right to a jury trial.

WHEREFORE, premises considered, Plaintiff respectfully requests judgment be entered in her favor and against Defendants, including any pre-judgment and post-judgment interest, attorney's fees, costs of this action, and any other relief Plaintiff is entitled to receive under the law.

Respectfully submitted,



Tom Sullivan, OBA #17147  
Sullivent Law Firm  
4325 E. 51<sup>st</sup> Street, Suite 100  
Tulsa, OK 74135  
Bus: (918) 295-8300  
Fax: (918) 295-8302

Attorney for Plaintiff

1(b)



[Home](#) [Courts](#) [Court Dockets](#) [Legal Research](#) [Calendar](#) [Help](#)

The information on this page is NOT an official record. Do not rely on the correctness or completeness of this information. Verify all information with the official record keeper. The information contained in this report is provided in compliance with the Oklahoma Open Records Act, 51 O.S. 24A.1. Use of this information is governed by this act, as well as other applicable state and federal laws.

### IN THE DISTRICT COURT IN AND FOR TULSA COUNTY, OKLAHOMA

SUSAN WRIGHT, Plaintiff, v. USAA CASUALTY INSURANCE COMPANY, Defendant, and UNITED SERVICES AUTOMOBILE ASSOCIATIONIS, Defendant.	No. CJ-2011-6720 (Civil relief more than \$10,000: NEGLIGENCE (GENERAL))  Filed: 10/31/2011  Judge: Chappelle, Carlos
--	---

### Parties

UNITED SERVICES AUTOMOBILE ASSOCIATIONIS , Defendant  
USAA CASUALTY INSURANCE COMPANY , Defendant  
WRIGHT, SUSAN , Plaintiff

### Attorneys

<b>Attorney</b> SULLIVENT, THOMAS JACKSON(Bar # 17147) SULLIVENT LAW FIRM 4325 East 51st Street #100 TULSA, OK 74135	<b>Represented Parties</b> WRIGHT, SUSAN
---	---

### Events

Event	Party	Docket	Reporter
-------	-------	--------	----------

### Issues


For cases filed before 1/1/2000, ancillary issues may not appear except in the docket.

#### Issue # 1.

<u>Party Name:</u>	Issue: NEGLIGENCE (GENERAL) (NEGL) Filed by: WRIGHT, SUSAN Filed Date: 10/31/2011 <u>Disposition Information:</u>
<u>Defendant:</u> USAA CASUALTY INSURANCE COMPANY	Pending.
<u>Defendant:</u> UNITED SERVICES AUTOMOBILE ASSOCIATIONIS	Pending.

### Docket

Date	Code	Count	Party	Serial #	Entry Date		
10-31-2011	TEXT	1		79802210	Oct 31 2011 6:23:59:827PM	-	\$ 0.00
CIVIL RELIEF MORE THAN \$10,000 INITIAL FILING.							

10-31-2011	NEGL NEGLIGENCE (GENERAL)	-	79802212	Oct 31 2011 6:23:59:867PM	Realized	\$ 0.00
10-31-2011	DMFE DISPUTE MEDIATION FEE(\$ 2.00)	-	79802213	Oct 31 2011 6:23:59:877PM	Realized	\$ 2.00
10-31-2011	PFE1 PETITION(\$ 163.00)  Document Available at Court Clerk's Office	-	79802214	Oct 31 2011 7:05:37:817PM	Realized	\$ 163.00
10-31-2011	PFE7 LAW LIBRARY FEE(\$ 6.00)	-	79802215	Oct 31 2011 6:23:59:877PM	Realized	\$ 6.00
10-31-2011	OCISR OKLAHOMA COURT INFORMATION SYSTEM REVOLVING FUND(\$ 25.00)	-	79802216	Oct 31 2011 6:23:59:877PM	Realized	\$ 25.00
10-31-2011	LTF LENGTHY TRIAL FUND(\$ 10.00)	-	79802217	Oct 31 2011 6:23:59:937PM	Realized	\$ 10.00
10-31-2011	TEXT OCIS HAS AUTOMATICALLY ASSIGNED JUDGE CHAPPELLE, CARLOS TO THIS CASE.	-	79802211	Oct 31 2011 6:23:59:847PM	-	\$ 0.00
10-31-2011	ACCOUNT RECEIPT # 2011-2231337 ON 10/31/2011. PAYOR:SULLIVENT LAW FIRM TOTAL AMOUNT PAID: \$206.00. LINE ITEMS: CJ-2011-6720: \$163.00 ON AC01 CLERK FEES. CJ-2011-6720: \$6.00 ON AC23 LAW LIBRARY FEE. CJ-2011-6720: \$2.00 ON AC64 DISPUTE MEDIATION FEES. CJ-2011-6720: \$25.00 ON AC79 OCIS REVOLVING FUND. CJ-2011-6720: \$10.00 ON AC81 LENGTHY TRIAL FUND.	-	79802218	Oct 31 2011 6:24:30:287PM	-	\$ 0.00
01-25-2012	SMF SUMMONS FEE (CLERKS FEE)(\$ 5.00)	-	80577559	Jan 25 2012 2:26:53:943PM	Realized	\$ 5.00
01-25-2012	SMIMA SUMMONS ISSUED - MAILED BY ATTORNEY	-	80577564	Jan 25 2012 2:27:07:243PM	-	\$ 0.00
01-25-2012	ACCOUNT RECEIPT # 2012-2282621 ON 01/25/2012. PAYOR:SULLIVENT LAW FIRM PLC TOTAL AMOUNT PAID: \$5.00. LINE ITEMS: CJ-2011-6720: \$5.00 ON AC01 CLERK FEES.	-	80577570	Jan 25 2012 2:27:22:913PM	-	\$ 0.00

Report Generated by The Oklahoma Court Information System at March 5, 2012 8:39 AM

End of Transmission.